

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
Lawson v. Visionworks of America, Inc., Case No. 6:23-cv-01566

If you received text messages from Visionworks of America, Inc. (“Visionworks”), relating to its products and services while your phone was listed on the national do-not-call registry or you had opted out of text messages, you may be eligible for benefits from a class action settlement.

A court authorized this Notice. This is not a solicitation from a lawyer.

- Call records indicate that you may be affected by a Settlement¹ of a class action lawsuit claiming that Defendant Visionworks violated a federal law called the Telephone Consumer Protection Act (“TCPA”) when it sent telemarketing text messages to individuals who were on the national Do Not Call Registry and/or who previously made a request to Visionworks to not receive future text messages. Visionworks denies all allegations of wrongdoing in the lawsuit.
- The lawsuit is called *Lawson v. Visionworks of America, Inc.*, Case No. 6:23-cv-01566 (M.D. Fla.). Pursuant to the Settlement, Visionworks has agreed to pay up to \$2,625,000 into a settlement fund from which eligible persons (“Settlement Class Members”) may receive a cash award, distributed on a *pro rata* basis.
- Your legal rights are affected whether you act, or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
NO NEED TO SUBMIT A CLAIM	If you are a Settlement Class Member, you are not required to submit a claim to receive payment. <u>Payment</u> will be distributed on a <i>pro rata</i> basis—via check—once all valid opt out requests have been received and after costs and attorneys’ fees are deducted.
EXCLUDE YOURSELF BY <u>AUGUST 5, 2026</u>	You may request to be excluded from the Settlement, and if you do, you will receive no benefits from the Settlement.
OBJECT BY <u>AUGUST 5, 2026</u>	Write to the Court explaining why you do not like the settlement.
ATTEND A HEARING ON <u>AUGUST 25, 2026, AT 10:30 A.M.</u>	Ask to speak in Court about the fairness of the settlement.

¹ Capitalized terms herein have the same meaning as those defined in the Settlement Agreement.

QUESTIONS? CALL 1-888-831-5689 TOLL FREE OR VISIT TCPAVWSETTLEMENT.COM

BASIC INFORMATION

The purpose of this Notice is to let you know that a proposed settlement has been reached in the above class action lawsuit. You have legal rights and options that you may act on before the Court decides whether to finally approve the proposed settlement. Because your legal rights will be affected by this settlement, it is important that you read this Notice carefully. This Notice summarizes the settlement and your legal rights under it.

In a class action, one or more people, called class representatives, sue on behalf of people who may have similar claims. The people together are a “class,” or “class members.” One court resolves the issues for all class members, except those who exclude themselves from the class. Here, the class representative alleges Visionworks violated the TCPA by sending more than one text message regarding Visionworks’ products and services from August 16, 2019 through January 22, 2026, to cellular telephone numbers (1) which were listed on the DNC Registry for more than 30 days and who did not provide consent to Visionworks for such messages, or (2) after making a request to Visionworks to not receive future text messages. The Court has certified two classes for settlement purposes only (the “Settlement Classes”). The Honorable Wendy Berger of the U.S. District Court for the Middle District of Florida (the “Court”) oversees this class action. Visionworks denies that it did anything wrong and denies that this lawsuit should be certified as a class action in litigation, except for purposes of this Settlement. The Court has not decided who is correct.

THE SETTLEMENT

The Court did not decide in favor of Plaintiff or Visionworks on Visionworks’s liability under the TCPA. Instead, both sides agreed to a settlement of the legal claims in the complaint to avoid the cost of a trial, the risk and uncertainty of proceeding forward in the lawsuit, and to provide compensation for Settlement Class Members. The class representative and Class Counsel believe that the settlement is in the best interests of the Settlement Classes.

WHO IS IN THE SETTLEMENT CLASSES?

The “Settlement Classes” are defined as follows:

Do Not Call Registry Class: All persons in the United States who from August 16, 2019, through January 22, 2026 (1) were sent a text message by or on behalf of Visionworks; (2) more than one time within any 12-month period; (3) after the person’s telephone number had been listed on the National Do Not Call Registry for at least thirty days; and (4) who did not have an established business relationship with Visionworks (as defined by the TCPA).

Internal Do Not Call Class: All persons within the United States who from August 16, 2019, through January 22, 2026, were sent two or more text messages by or on behalf of Visionworks, to said person’s cellular telephone number after making a request to Visionworks to not receive future text messages.

If you received notice regarding this via email or postcard it is because call records show you are a member of one of the Settlement Classes. If you have questions about whether you are a Settlement Class Member, you may call 1-888-831-5689 or visit TCPAVWsettlement.com for more information.

WHAT DOES THE SETTLEMENT PROVIDE?

Visionworks agreed to pay \$2,625,000 to establish a Settlement Fund to pay Settlement Class Members on a *pro rata basis* for the Settlement Class Members who do not opt-out from this Settlement, after any attorneys’ fees, costs (including costs of notice and administering the Settlement), and expenses awarded to Class Counsel have been deducted. In other words, your payment could increase depending on the number of valid opt-out requests received by Settlement Class Members. If, after all payments are processed, a non-negligible amount of money remains in the Settlement Fund, then the Settlement Administrator will distribute the remaining money in the Settlement Fund to Settlement Class Members who did not opt out.

Class Counsel expects the cost of administrating the settlement—to be paid from the Settlement Fund—to be approximately \$129,563.00. Class Counsel further anticipates requesting attorneys’ fees and (non-class-administration related) costs and expenses—also to be paid from the Settlement Fund—not to exceed \$875,000.00. In total, the settlement administration costs and attorneys’ fees, costs, and expenses to be sought by Class Counsel and paid from the Settlement Fund are estimated to be \$1,004,563.00. The Renewed Motion for Preliminary Approval of Class Action Settlement (available via www.TCPAVWsettlement.com) includes a description of the class-administration costs and the costs and expenses for which Class Counsel anticipates seeking reimbursement. Class Counsel’s request

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for attorneys' fees, costs, and expenses will be more fulsomely addressed in the forthcoming petition for attorneys' fees, costs and expenses which will be filed with the Court on or before June 26, 2026. Class Counsel's petition for attorneys' fees, costs and expenses will be made available via www.TCPAVWsettlement.com.

HOW YOU GET A PAYMENT

To qualify for payment, you are not required to take any action. The Court will hold a hearing on August 25, 2026, at 10:30 a.m. in Courtroom 3B of the Orlando Division to decide whether to finally approve the settlement. If the settlement is approved, appeals may still follow. No payments will be made until the Court approves the settlement at the hearing and any appeal concludes. Please be patient.

Unless you exclude yourself, you will remain a Settlement Class Member. That means you cannot sue, continue to sue, or be part of any other lawsuit against Visionworks regarding text messages received from Visionworks during the Class Period, including, but not limited to, claims asserted in the lawsuit or arising out of the facts and circumstances asserted in the lawsuit. If the settlement is approved and becomes final and not subject to appeal, then you and all Settlement Class Members release all "Released Claims" against all "Released Parties." It also means that all of the Court's orders will apply to you and legally bind you. The Settlement Agreement (available at TCPAVWsettlement.com) describes the legal claims being released (the "Released Claims") and the entities being released ("Released Parties") in detail, so read it carefully. To summarize, the release includes, but is not limited to, TCPA claims arising out of or related to any text messages received from Visionworks during the Class Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from this settlement, and you want to keep the right to sue or continue to sue Visionworks, then you must take steps to remove yourself from the Settlement. This is called excluding yourself—or is sometimes referred to as "opting out" of the Settlement Class.

HOW DO I GET OUT OF THE SETTLEMENT?

To exclude yourself from the Settlement and Settlement distribution, you must send a letter to the Settlement Administrator saying that you want to be excluded from the *Lawson v. Visionworks of America, Inc.*, Case No. 6:23-cv-01566 settlement by **August 5, 2026**. Your request to be excluded from the Settlement must affirmatively state that you wish to opt out of the Settlement, state the case name and number, contain your name, address, telephone number, and email address, and be personally signed by you. Absent excluding yourself or "opting out" you are otherwise a member of the Class. You must mail your exclusion request **postmarked** no later than **August 5, 2026**, to the following address:

Visionworks TCPA Settlement
Exclusion Requests
P.O. Box 2240
Portland, OR 97208-2240

You cannot exclude yourself on the phone or by fax or email. If you ask to be excluded, you will not get any payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. Mass requests for exclusion are not allowed.

THE LAWYERS REPRESENTING YOU

The Court has appointed Andrew J. Shamis and Christopher E. Berman of Shamis & Gentile, P.A., and Joshua R. Jacobson, Esq. and Jacob L. Phillips of Jacobson Phillips PLLC to represent you and other Settlement Class Members. These lawyers are called Class Counsel. More information about these lawyers, their law firms, and their experience is available at <https://shamisgentile.com/> and <https://www.jacobsonphillips.com/>.

You will not be personally charged by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. Class Counsel will ask the Court to approve payment of attorneys' fees, costs, and expenses of no more than 33% of the settlement fund, \$875,000.00. This payment will compensate Class Counsel for investigating the facts, litigating the lawsuit, the reasonable expenses they incurred pursuing the claims of the class, and negotiating the Settlement. The Court may award less than these amounts.

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OBJECTING TO THE SETTLEMENT

If you are a Settlement Class Member (and do not exclude yourself), you can object to any part of the Settlement (including any requested amount). To object, you must send a letter that includes the following:

- a. the name of the Action, *Lawson v. Visionworks of America, Inc.*, Case No. 6:23-cv-01566 (M.D. Fla.);
- b. your full name, address and telephone number;
- c. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- g. a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by them that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years the objector's counsel;
- h. any and all agreements that relate to the objection or the process of objecting, whether written or oral, between objector or objector's counsel and any other person or entity;
- i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
- k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- l. the objector's signature (an attorney's signature is not sufficient).

If you wish to object, you must file your objection with the Court by either (a) using the Court's electronic filing system, (b) mailing it to the Clerk's Office for the United States District Court for the Middle District of Florida, 401 West Central Boulevard, Orlando, Florida 32801, or (c) filing it in person at that location. Your objection **must** be filed and/or postmarked by **August 5, 2026**.

THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED

Objecting simply means telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the lawsuit no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold the Final Approval Hearing at 10:30 a.m. on August 25, 2026, before the Honorable Wendy Berger at 401 West Central Boulevard, Courtroom 3B, Orlando, Florida 32801. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Classes. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses, which will be made available at www.TCPAVWsettlement.com. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

Note: The date and time of the Final Approval Hearing is subject to change by Court Order. Any changes will be posted on the Settlement Website, www.TCPAVWsettlement.com.

DO I HAVE TO ATTEND THE HEARING?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to attend the hearing to talk about it. As long as your written objection was filed by the deadline and meets the other criteria described above and in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend, but you do not have to. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you file an objection and intend to appear at the hearing, you must state your intention to do so in your objection. To speak, you must state that in your objection. Be sure to include your name, address, telephone number, that you are a Class Member, and your signature. You cannot speak at the hearing if you exclude yourself.

GETTING MORE INFORMATION

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may review the Settlement Agreement on the Settlement Website at www.TCPAVWsettlement.com. You can also get a copy of the Settlement Agreement by writing to Class Counsel. You can call 1-888-831-5689 toll free; write to Visionworks TCPA Settlement, P.O. Box 2240, Portland, OR 97208-2240; or visit the website at www.TCPAVWsettlement.com, where you will find answers to common questions about the settlement, plus other information to help you determine whether you are a member of the Settlement Class.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR VISIONWORKS WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

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